

MEMORANDUM

TO: All State Agencies, Boards and Commissions and
Institutions of Higher Education

FROM: Debbie Bailey, Buyer
Office of State Procurement

SUBJECT: SP-04-0041
Telephone Instruments

DATE: October 2, 2003

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INSTRUCTIONS

When placing purchase orders for telephone instruments use vendor number 100060146 for Southwestern Bell (SBC) and vendor number 10001943 for Alltel. Use material number 10115887 for all orders and add the item description and item number of the instrument you are purchasing.

If you have any questions, please feel free to contact me at 501-324-9321 or email me at debbie.bailey@dfa.state.ar.us.

STATE OF ARKANSAS
Term Contract

Vendor No.100001943	Contract No.4600005355
Contact Tony Ferguson	Date 10/02/2003
Your referenceSP-04-0041	
	Contact Debbie Bailey
ALLTEL COMMUNICATIONS INC	Telephone 501-324-9321
ATTN TONY FERGUSON	Fax 501-324-9311
ONE ALLIED DR B1F5	
LITTLE ROCK AR 72202	Our ref.ST
	IncotermsFOB
	DESTINATION

Send Invoice To:	Ship To:	Valid from: 10/02/2003
Dept. of Information Systems	DEPT. OF INFORMATION SYSTEMS	Valid to: 10/01/2006
Attn: Don McDaniel	ATTN: DIANE BROOKS	
One Capitol Mall, Suite 3B-214	#1 CAPITOL MALL, RM 3C014	
Little Rock, AR 72201	LITTLE ROCK, AR 72201 AR	

CONTRACT NUMBER: SP-04-0041

COMMODITY: Telephone Instruments

ONTRACT TYPE: NV (TERM)

CONTRACT PERIOD: October 2, 2003 Through October 1, 2006 With Option To
Renew Two (2) Additional Times

In One (1) Year Increments Or A Portion Thereof.

AGENCY CONTACT: Mr. Don McDaniel

TELEPHONE NUMBER: 501-682-5027

FAX NUMBER: 501-682-4310

E-MAIL: don.mcdaniel@mail.state.ar.us

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE
PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE
PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES

OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION.

DELIVERY: 20 Calendar Days After Receipt of Order.

DISREGARD PRICE LINE BELOW - SEE ATTACHED CONTRACT

Item	Material/Description	Target Qty	UM	Unit Price	Amount
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0010	10115887 1each	367,819.05	\$	367,819.05	
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TELEPHONE

TELEPHONE

IFB FOR VARIOUS TELEPHONE EQUIPMENT

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

Department of Information Systems

Date

PRIME CONTRACTOR RESPONSIBILITY

The vendor must be the prime contractor for the contract. The Prime Contractor will be required to assume all responsibility for the contract and the sole point of contact with regard to all sales and service of equipment, software, training, installation, and warranty.

VENDOR RESPONSIBILITY

Vendor must provide all necessary tools, labor and miscellaneous supplies for installation of telephone instruments and equipment obtained from this contract . Vendor will not charge any additional fees to customer for the use of such items unless said tools or supplies are to remain on site and/or are required for the system to operate.

Where specified, the vendor will be required to provide on site installation on the equipment purchased from this contract as requested by the agency. Installation will be considered complete when the agency is satisfied that the equipment is operating appropriately.

The telephone instruments and equipment must be in factory cartons, never issued or used. The Vendor will be required to provide one (1) year warranty after the acceptance date of the equipment. The warranty will cover defects in material and workmanship. After the initial warranty period expires, ongoing maintenance may be purchased by the agency outside of this contract.

TYPE OF CONTRACT

The contract will be a three (3) year term contract from the date of award. Upon mutual agreement by the Vendor, DIS and OSP, this contract may be renewed two (2) additional times for twelve (12) months or any portion thereof, in accordance with the terms of the original contract. OSP approval must be received by the vendor in writing to be valid.

VOLUME

The annual volume of state purchases of telephone instruments and equipment shown for each item is only an estimate.

ACCEPTANCE OF EQUIPMENT

Inspection and acceptance or rejection of equipment shall be made within 30 days of receipt of equipment. Proposal must include a "total satisfaction" return policy and shall not impose any liability on the state for such equipment.

TECHNICAL SUPPORT

Technical telephone support must be available 24 hours a day, 7 days a week. This includes a local or toll-free telephone number for access to manufacturer or vendor technical support.

WARRANTY

All Warranty must be full, on-site, next business day.

Warranty shall be included in the bid for all hardware and software purchases for a period of no less than one (1) year. Said warranty must begin on the date the equipment or software is accepted as operational and put into service by the purchasing agency. Any exclusions to this warranty requirement shall be noted in the IFB response price sheet.

All repair of equipment not caused by accident or misuse through fault or negligence of the user, shall be made by the bidder at his/her own expense including; labor, parts and transportation to user location. It is acceptable for the vendor to initially attempt to repair the problem via telephone. If this is not successful within a reasonable period of time, a repair person must be physically on site within 24 hours of notification by the user.

INSTALLATION

All installation must be on-site, if required by ordering agency, and coordinated between that agency and vendor, at the agency's convenience, to provide placement and setup of hardware and/or software on day of receipt of shipment or next business day, unless alternate dates are requested or agreed upon by agency.

Installation should include but not be limited to; the set up of the new equipment, connecting the new equipment with the existing system, installing designation strips, and assuring that the new equipment operates with the telephone system as required by the ordering agency. Installation will be considered complete only after agency is satisfied that all installed equipment and components are performing satisfactorily.

TECHNOLOGY UPGRADE/ADDITIONS

DIS intends to obtain for the duration of this contract or any contract extension, products that reflect the industry's latest technology. DIS recognizes that there will be technological modifications and improvements that will become available during the course of this contract that will be unavailable on the date of contract award.

Vendors may request substitutions or upgrades to the items as stated in the IFB. However, all items offered under this contract must remain within the scope of the contract in price and functionality.

DIS reserves the right to determine acceptability of new equipment offered, based on overall system performance and specifications.

AGENCY PURCHASE PROCESS/INVOICING

The ordering process for product on this contract will be as follows:

- 1) State Agencies and institutions are authorized to purchase equipment from this contract by submitting standard paper or electronic purchase orders to the vendor.

2) The vendor will drop-ship ordered equipment or provide full service installation to the entity designated on each order.

3) The vendor will invoice the entity designated on each order.

Vendor must send to the "Bill to" contact designated on each order 2 original copies of the invoice.

Vendors must accept all orders and furnish all equipment required during the full term of this contract.

CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

The contractor must honor all purchase orders, sales, maintenance and warranty that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of 30 days following the date of expiration or cancellation.

Cancellation by the state does not relieve the contractor of any liability arising out of a default or non-performance of hardware/software, delivery schedule, warranty, or installation.

GOVERNMENT ENTITY PURCHASES

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain non-profit corporations, etc.) may participate in state purchasing contracts. The vendor therefore must agree to sell to these local public procurement units at the option of the participants. Unless otherwise stated, all standard and special terms and conditions listed within the contract must be equally applied to such participants.

PRICES

Prices shall remain firm for the full term of the contract. Contractors must accept all orders and furnish equipment required during the full term of this contract unless other arrangements have been mutually agreed upon by the vendor, DIS and OSP.

TECHNOLOGY ACCESS

The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor represents and warrants to DIS that the technology provided to DIS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means.

- A) Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
- B) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

It shall be understood that the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as

assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

FULL SERVICE (BAND 3)

Band 3 consists of the following telephone company exchange areas: Amity, Bearden, Berryville, Bigelow, Carthage, Cove, Crossett, Daisey, Dalark, Damascus, Delight, DeQueen, Drakes Creeks, Elaine, Elkins, Enola, Fordyce, Gillham, Greenwood, Green Forest, Greenbrier, Harrison, Hatfield, Horatio, Leola, Leslie, Locksburg, Marshall, Maumelle, Morganton, Mt. Ida, Mulberry, Murfreesboro, Nimrod, Norman, Oak Grove, Oden, Okolona, Pangburn, Perry, Perryville, Prattsville, Quitman, Rose Bud, Rudd, Sheridan, Sparkman, St. Paul, South Fourche, Swifton, Tuckerman, Umpire, Vilonia, West Fork, Wickes, Wilmot, Witts Springs, and Wye.

The following items must include any batteries, power supplies, adapters or interface devices required for the initial operation of the equipment to be provided. The vendor(s) must ship the set(s) to the specified address, provide complete training on the set(s), complete designation strips and test the central office features on each set. The equipment provided must be new.

<u>ITEM #</u>	<u>ESTIMATED UNIT</u> <u>QUANTITY</u>	<u>PRICE</u>	<u>DESCRIPTION</u>
<u>TELEPHONES</u>			
114.	50 EA	\$435.87 per each	Aastra M5316 Meridan Business Set
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116.	50 EA	\$326.83 per each	Aastra M5208 Meridan Business Set
117.	50 EA	\$227.08 per each	Aastra M5008 Meridan Business Set
118.	10 EA	\$193.63 per each	Aastra M522 Meridan Expansion Module w/base plate
119.	100 EA	\$241.40 per each	Aastra M9316CW Single Line w/CWCID & Display
120.	50 EA	\$274.63 per each	Aastra M9317CW Two Line Line w/SWCID & Display
121.	100 EA	\$140.96	Aastra M8004 Basic Telephone

per each

122.	100 EA	\$165.88 per each	Aastra M8009 Enhanced Telephone
123.	100 EA	\$133.90 per each	Telematrix SP100 Single Line Basic
124.	100 EA	\$141.86 per each	Telematrix SP200 Single Line Enhanced
125.	50 EA	\$165.22 per each	Telematrix SP300 Single Line Featured
126.	100 EA	\$171.95 per each	Telematrix SP400 Single Line w/ Speakerphone
127.	100 EA	\$197.02 per each	Telematrix LP550 Single Line w/ Speakerphone (Line Powered)
128.	100 EA	\$197.02 per each	Telematrix SP550 Single Line Full Featured
129.	100 EA	\$224.76 per each	Telematrix SP750 Two Line Full Featured
130.	50 EA	\$327.42 per each	Telematrix DC550 MDC Compatible Full Featured
131.	5 EA	\$555.48 per each	Lucent i2021 ISDN w/16 Call Appearances including NT1 and NT1 power supply
132.	5 EA	\$2,621.04 per each	Lucent i2022 ISDN w/32 Call Appearances including U-interface module, NT1, and NT1 power supply
133.	5 EA	\$1,667.69 per each	Lucent EM-32 Module for additional 32 call appearances
134.	5 EA	\$399.69 per each	Tone Commander 6210 ISDN 10 Button including interface power supply, NT1, and NT1 power supply

135.	5 EA	\$462.02 per each	Tone Commander 6220 ISDN 20 Button including interface power supply, NT1, and NT1 power supply
136.	5 EA	\$1,944.66 per each	Tone Commander Centracom 524 Console for 5 lines and 24 BLF/DSS stations including CPU
137.	5 EA	\$2,176.42 per each	Tone Commander Centracom 1030 Console for 10 lines and 30 BLF/DSS stations including CPU
138.	2 EA	\$3,785.94 per each	Tone Commander Centracom 1560 Console for 15 lines and 60 BLF/DSS stations including CPU
139.	2 EA	\$3,318.66 per each	Tone Commander Centracom 30E Console for 20 lines and 120 BLF/DSS stations including CPU
140.	5 EA	\$382.80 per each	Tone Commander 7210 VOIP 10 Key Telephone
141.	5 EA	\$426.80 per each	Tone Commander 7220 VOIP 20 Key Telephone
142.	100 EA	\$275.20 per each	Uniden 410 4-Line 12 Station KSU-Less Telephone

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the

contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Department of Information Systems